

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

Sonia M. Rodriguez	<u>Debtor</u>	CHAPTER 13
MidFirst Bank	<u>Movant</u>	
vs.		NO. 13-13343 ELF
Sonia M. Rodriguez	<u>Debtor</u>	
William C. Miller Esq.	<u>Trustee</u>	11 U.S.C. Section 362

STIPULATION

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition arrearage on the mortgage held by Movant on Debtor's residence has been cured as of the filing date of this stipulation and loan is currently due for October 1, 2016 regular payment in the amount of \$774.32 less a post-petition suspense balance of \$89.77.

2. Debtor shall cure said arrearages in the following manner;

a). Beginning October 1, 2016, Debtor shall pay the present regular monthly payment of **\$774.32** (effective 09/01/2016 as per filed Notice of Payment Change) on the mortgage (or as adjusted pursuant to the terms of the mortgage) on or before the first (1st) day of each month (with late charges being assessed after the 15th of the month) to the address below;

MidFirst Bank, 999 NorthWest Grand Boulevard, Oklahoma City, OK 73118.

b). Maintenance of current monthly mortgage payments to Movant thereafter.

3. Should debtor provide sufficient proof of payments (front & back copies of cancelled checks and/or money orders) made, but not credited, Movant shall adjust the account accordingly.


4. In the event the payments under Section 2 above are not tendered pursuant to the terms of this stipulation, Movant shall notify Debtor and Debtor's attorney of the default in writing and Debtor may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor should fail to cure the default within fifteen (15) days, Movant may file a Certification of Default with the Court and the Court shall enter an Order granting Movant relief from the automatic stay.

5. The stay provided by Bankruptcy Rule 4001(a)(3) is waived.
6. If the case is converted to Chapter 7, Movant shall file a Certification of Default with the court and the court shall enter an order granting Movant relief from the automatic stay.
7. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.
8. The provisions of this stipulation do not constitute a waiver by Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.
9. The parties agree that a facsimile signature shall be considered an original signature.

Date: October 7, 2016

By: /s/ Joshua I. Goldman, Esquire
Joshua I. Goldman, Esquire
Attorney for Movant
KML Law Group, P.C.
Main Number: (215) 627-1322

Date: 10-19-16



Zachary Perlick, Esq.
Attorney for Debtor

Approved by the Court this ____ day of _____, 2016. However, the court retains discretion regarding entry of any further order.

Bankruptcy Judge
Eric L. Frank